WDC Form No. 1
July 1942

No. 3274 87 166

War Damage Corporation

(A corporation created by Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended, herein called the "Corporation")

WASHINGTON, D. C.

1 ISSUED TO: W. L. HUBER
(herein called the "Insured")

2 Mail address: 1514 South Adams St., Tacoma, Washington

3 Effective date: July 8, 1942

4 **In Consideration** of the payment of the premium, the Corporation agrees to indemnify the Insured, and
5 legal representatives, against direct physical loss of or damage to the property described in the attached application
6 which may result from **ENEMY ATTACK INCLUDING ANY ACTION TAKEN BY THE MILITARY, NAVAL**
7 **OR AIR FORCES OF THE UNITED STATES IN RESISTING ENEMY ATTACK.**
8 This insurance shall take effect on the effective date herein stated, at noon, standard time, at the place
9 where the property is located, and shall terminate twelve months thereafter, at the same hour.
10 The representations, terms and conditions of the application attached hereto shall be a part of this policy, and,
11 except as otherwise herein provided, this policy shall cover the property described in the application, for the amounts
12 therein stated, while located at the place(s) stated in the application, but not elsewhere.
13 Assignment of this policy shall not be valid except with the written consent of the Corporation.
14 The provisions printed on the following pages are made a part of this policy, and this policy shall also be
15 subject to such other provisions, stipulations and agreements as may be added hereto, over the signature of a duly
16 authorized Fiduciary Agent.
17 **In Witness Whereof,** the Corporation has executed this policy, but this policy shall not be valid unless
18 countersigned by a duly authorized Fiduciary Agent of the Corporation.

19 **WAR DAMAGE CORPORATION**

Attest: A. T. Hobson
Secretary

W. L. Clayton
President

20 Countersigned this 8th day of July, 1942

21 NATIONAL RETAILERS MUTUAL INSURANCE COMPANY
(Authorized Fiduciary Agent)

22 By Ora M. Smith

AMOUNT OF LOSS The amount of loss shall not exceed the actual cash value of the property nor the interest of the Insured therein at the time of loss, nor the amount it would cost to repair or replace the property with material of like kind and quality within a reasonable time after the loss. No allowance shall be made for compensation for loss of use, loss of profits, loss resulting from delay or deterioration, loss or impairment of market, cessation of work, fixation of price or value, interruption of business or manufacture or occupancy, or for consequential loss. No allowance shall be made for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction, use or repair.

CONCEALMENT OR FRAUD This policy shall be void if, whether before or after a loss, the Insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

PROPERTY EXCLUDED Unless specifically provided in writing hereon, this policy shall not cover accounts, bills, currency, deeds, evidences of debt, securities, money, bullion, stamps, furs, jewelry, precious and semi-precious stones, works of art, statuary, paintings, pictures, etchings, antiques, stamp and coin collections, manuscripts, books and printed publications more than 50 years old, models, curiosities, objects of historical or scientific interest, pleasure water craft, pleasure aircraft, standing timber, growing crops, orchards, or any real property which is not a part of a structure or building.

PREMIUM The premium required by the regulations of the Corporation shall be paid in full prior to the effective date. If a check is tendered in payment of premium and such check is not honored upon presentation for the full amount thereof, this policy shall be void.

PERILS NOT COVERED The Corporation shall not be liable for loss caused directly or indirectly by:

(a) blackout; burglary, robbery, theft, larceny, pillage or looting, sabotage, vandalism or malicious mischief; or

(b) neglect of the Insured to use all reasonable means to save and preserve the property after damage resulting from the perils herein covered.

PRO RATA DISTRIBUTION If any item of insurance covers blanket in or on more than one building, structure or place, the amount of insurance under such item shall attach in or on each building, structure or place in that proportion which the value of the property in or on each said building, structure or place shall bear to the value of all of the property covered by such blanket item.

This pro rata distribution clause shall not apply if this policy is subject to 90% or 100% coinsurance.

COINSURANCE The Corporation shall not be liable for a greater proportion of any loss than the amount of insurance under this policy bears to the stipulated percentage of the actual cash value of the property described in the application at the time when such loss occurs. The stipulated percentage shall be the percentage of coinsurance stated in the application. If the claim for loss is both less than $10,000 and less than 2% of the total amount of insurance upon the property described in the application, at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required, and if the property described in the application consists of two or more items, the provisions of this paragraph shall apply to each item separately.

The provisions of this coinsurance clause shall not apply to dwellings comprising less than five family units, nor to farm properties.

OTHER INSURANCE If there is any other insurance covering the property insured hereunder, whether prior to, subsequent to, or simultaneous with this insurance, which in the absence of this insurance would cover the loss or damage hereby covered, then the Corporation shall not be liable hereunder for more than the excess over and above such other insurance.

MORTGAGE OR OTHER INTERESTS If the application provides that loss hereunder shall be payable in whole or in part to a payee other than the Insured, and the Insured fails to render proof of loss within the time required by this policy, such payee shall, upon notice, as if named as the Insured herein, render proof of loss as herein specified within sixty days thereafter, and shall be subject to the provisions hereof as to examination under oath, appraisal, time of payment, and bringing suit.

CANCELLATION This policy may be cancelled upon the request of the Insured and surrender of this policy, only in case of change in ownership of the property, or in the Insured's interest therein. If this policy be issued in violation of the regulations of the Corporation in effect at the time of issuance, this policy may be cancelled by the Corporation by delivering or mailing five days' written notice to the Insured, and to the loss payee, if any, at the address given in the application. In the event of cancellation, the net premium shall be prorated and returned in conformity with the regulations of the Corporation.

REQUIREMENTS IN CASE OF LOSS In the event of loss, the Insured shall give immediate written notice to the Corporation, furnish a complete inventory of the destroyed, damaged and undamaged property, stating the quantity, cost and actual cash value of each article and the amount claimed thereon, and file with the Corporation a proof of loss within 60 days after the loss, unless such time is extended by the Corporation in writing. Such proof of loss, signed and sworn to by the Insured, shall state the Insured's knowledge and belief as to the time and origin of the loss, the interest of the Insured and all others in the property, the actual cash value of each item thereof and the amount of loss thereto, and all contracts of insurance covering any of such property. If required, the Insured shall furnish verified plans and specifications of any buildings, fixtures or machinery destroyed or damaged; as often as may be required, exhibit to any person designated by the Corporation all that remains of any property herein covered; submit to examinations under oath by any person named by the Corporation and subscribe the same; and, as often as may be required, produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof, if originals be lost, at such reasonable time and place as may be designated by the Corporation, and permit extracts and copies thereof to be made.

(Continued on Page 4)

WDC FORM No. 2
July 1942

WAR DAMAGE CORPORATION Washington, D. C.

1

Date Premium Deposited:

Insurance Effective Date: JUL 8 1942

Attached to and made a part of Policy Number 3274-87-166

Space above this line for Fiduciary Agent only

APPLICATION IS MADE FOR INSURANCE AS FOLLOWS:

1. Name of Applicant: W. L. Huber
(State whether Individual, Partnership, or Corporation)

2. Mail Address: 1514 So. Adams Street (Street) Tacoma (Post Office) Pierce (County) Washington (State)

3. Location of Property: 1514 So. Adams Street (Street) Tacoma (City or Town) Pierce (County) Washington (State)
If rural, state location sufficiently to identify

4.	Occu. Code	Const. Code	Coins.	Sprinkler Cr.	Amount of Policy	Rate	Premium	Commission		
	01/87	2	nil %	nil	$ 4000.00	10¢	$ 4.00	$1.00		

See instructions on reverse hereof for data to be inserted in above blocks

5. Name and Complete Address of Producer: PACIFIC INSURANCE AGENCY – 406 WASHINGTON BLDG., TACOMA, WASHINGTON

NATIONAL RETAILERS MUTUAL INSURANCE CO. DEXTER HORTON BLDG. SEATTLE, WASHINGTON

Fiduciary Agent:

6. Description of Property: (See (b), (c), (h), (i) and (j) on reverse.)

$3400 on Dwelling and contents while situate at 1514 So. Adams Street

$ 600.00 on 1939 Buick sedan, Motor #43705392, Serial #23491505 Model 41

7. Loss payable to: Chas Danard

as interest may appear.

8. Address of loss payee: Rt #5, Olympia, Washington

9. Applicant's interest in the described property: Owner

(State whether owner or nature of interest. Use space provided on schedule, if necessary)

10. IF THIS APPLICATION HAS BEEN PROPERLY COMPLETED, AND IS ACCOMPANIED BY FULL PAYMENT OF PREMIUM, the insurance shall become effective at noon on the day this application is received by the Fiduciary Agent and date-stamped (but in no event prior to July 1, 1942), unless a later date is requested, as follows:

11. This application shall become a part of the policy, and is made subject to the terms and conditions on the reverse side hereof and any schedule attached hereto. The applicant warrants that all statements contained herein are true and correct.

NATIONAL RETAILERS MUTUAL INSURANCE CO. DEXTER HORTON BLDG. SEATTLE, WASHINGTON

Date: July 7th, 1942

W. L. Huber
Applicant

By Ora M. Smith
Authorized Signature
Fiduciary Agent

By
Title

SEE REVERSE SIDE

JUL 8 1942

READ CAREFULLY

(a)—THIS APPLICATION SHALL BE SIGNED IN TRIPLICATE BY THE APPLICANT.

(b)—DESCRIPTION AND LOCATION

This form of application is intended for use only for property having a fixed location, and/or vehicles when such vehicles are separately identified and valued. Vehicles are covered wherever located within the geographical limits in which the Corporation insures.

State whether insurance applied for is to cover a building, "contents" (as defined in (i) hereof), or other type of property, and describe location clearly.

(c)—APPLICATION COVERING MORE THAN ONE PROPERTY OR EXCLUDED PROPERTY

In the event this application is written to cover more than one property (a building and its "contents," as defined in (i) hereof, shall be considered one property), or if this application covers property excluded under the policy but made eligible for insurance under the Regulations, *all* properties covered shall be separately described on a schedule, WDC Form No. 11, six copies of which shall be signed and separately attached to this application and its copies and the required information should be set forth in the space provided on the schedule.

(The foregoing does not apply if written blanket. See (j) hereof.)

The aggregate amount of coverage, premium, and commission should be shown in the "Amount of Policy", "Premium", and "Commission" blocks of Item 4, on the face of this application, and the symbol "VS" (indicating "various") should be inserted in the appropriate blocks of Item 4 in those cases where the various factors are not the same for each property.

If the properties so covered, including those written blanket, are in more than one location, a statement of distribution of approximate insurance by States, Territories, possessions, and coded cities shall be made a part of the schedule.

(d)—OCCUPANCY CODE

Risks are coded according to their occupancy.
The Regulations contain a list of the occupancy classifications, and the appropriate code number according to the Regulations should be inserted in the "Occupancy Code" block of Item 4 of this application or on the schedule.

(e)—CONSTRUCTION CODE

Properties are divided into two classes with respect to construction. The appropriate code number should be inserted in the "Construction code" block of Item 4 of this application or on the schedule according to the following codes:

1—Fire resistive; 2—Ordinary

Consult the Regulations for further details, and other instructions if construction is of mixed character.

(f)—COINSURANCE

The coinsurance percentage should be shown in the "Coinsurance" block of Item 4 of this application or on the schedule. If none, so state.

The provisions of the Coinsurance clause do not apply to farm properties or to dwellings which comprise less than five family units.

All other properties will be subject to the 50% Coinsurance clause unless a higher percentage is selected.

Consult producer respecting reduced rates for higher Coinsurance percentages. The Regulations contain explanation of the Coinsurance clause.

(g)—SPRINKLER CREDIT

Insert "Yes" or "No" in the "Sprinkler Credit" block of Item 4 of this application or on the schedule to indicate if the property is equipped with an automatic sprinkler system. If answer is "Yes", a 10% credit is allowed in computing the base rate.

(h)—BUILDING

The word "building" as used in (b) hereof means any building or structure on the premises described, any addition or extension to the building, the foundations, and all permanent fixtures contained in the building or connected therewith which appertain to the service of the building.

(i)—CONTENTS

The word "contents" as used in (b) hereof means personal property (except property defined as "building") at or in the premises described, including the following to the extent that the applicant is legally liable therefor: property, belonging in whole or in part to others; property held in trust, or on commission, or sold but not removed, or in storage or for repair; and the applicant's interest in improvements and betterments of the building if the building does not belong to the applicant; except that private passenger motor vehicles included in the term "contents" shall be separately identified and valued and such vehicles shall be covered wherever located within the geographical limits in which the Corporation insures. The word "contents" does not include jewelry and furs in excess of $1,000 in the aggregate.

(j)—BLANKET INSURANCE

Where more than one property is under the same ownership whether at one or more locations, all such properties may be insured under one policy for an amount of insurance covering blanket on all such properties, provided this application (and schedule, if any) shall set forth the approximate distribution of the total coverage on all such properties according to the respective States, Territories, possessions, and coded cities of location. The rate for blanket insurance shall be the rate for the highest rated building or location. The "Pro Rata Distribution" clause in the policy applies with respect to blanket insurance written subject to less than 90% Coinsurance.

ATTACH APPLICATION AND ENDORSEMENTS HERE

APPRAISAL In case the Insured and the Corporation fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days after such demand. The appraisers shall first select a competent and disinterested umpire, and, in the event of their failure within fifteen days to agree upon such umpire, then, on request of the Insured or the Corporation, such umpire shall be selected by a Judge of a Federal Court of the district in which the property is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with the Corporation shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and the umpire shall be paid by the parties equally.

CORPORATION'S OPTIONS It shall be optional with the Corporation to take all or any part of the property at the agreed value, and also to repair, rebuild, or replace the property destroyed or damaged with other of like kind and quality within a reasonable time on giving notice of its intention so to do within thirty days after the receipt of the proof of loss; but there can be no abandonment to the Corporation of any property.

PAYMENT OF LOSS Any loss shall be payable sixty days after proof of loss, as herein provided, is received by the Corporation and ascertainment of the loss is made either by agreement between the Insured, mortgagee or loss payee, if any, and the Corporation, expressed in writing, or by the filing with the Corporation of an award as herein provided, and if the loss shall be payable to a payee other than the Insured, the amount of any loss shall be payable to such payee as interest may appear.

SUIT No suit or action for recovery of any claim, shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, or unless commenced within twelve months after the date of loss.

SUBROGATION The Corporation may require from the Insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by the Corporation.

WAIVER No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of the Corporation relating to appraisal or to any examination provided for herein.

EXTENSION OF TIME If the Insured is unable to comply with any of the provisions of this policy applicable to a loss because of enemy action, occupation or control, the Insured's right of recovery shall not be prejudiced, provided the Insured shall comply with such provisions within a reasonable time after the Insured becomes able to do so, but in no event later than six months thereafter.